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INFORMATION SERVICES LLC

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

KAMLESH BANGA,

Plaintiff,

vs.

EQUIFAX INFORMATION  
SERVICES, LLC,

Defendant.

Case No.: 3:14-cv-03038-NC

**DEFENDANT EQUIFAX  
INFORMATION SERVICES LLC'S  
ANSWER AND DEFENSES TO  
PLAINTIFF'S COMPLAINT**

Defendant, Equifax Information Services LLC ("Equifax"), by counsel,  
files its Answer and Defenses to Plaintiff's Complaint ("Complaint") as follows:

**PRELIMINARY STATEMENT**

Equifax denies any and all allegations in the headings and/or unnumbered  
paragraphs in the Complaint.

**ANSWER**

In response to the specific allegations in the enumerated paragraphs in the  
Complaint, Equifax responds as follows:

1. Equifax denies the allegations in Paragraph 1.
2. Equifax admits that this Court has subject matter jurisdiction.

1           3.     Equifax is without knowledge or information sufficient to form a  
2 belief as to the truth of the allegations in Paragraph 3 and, therefore, denies those  
3 allegations.

4           4.     Equifax admits the allegations in Paragraph 4.

5           5.     Equifax admits the allegations in Paragraph 5.

6           6.     Equifax is without knowledge or information sufficient to form a  
7 belief as to the truth of the allegations in Paragraph 6 and, therefore, denies those  
8 allegations.

9           7.     Equifax is without knowledge or information sufficient to form a  
10 belief as to the truth of the allegations in Paragraph 7 and, therefore, denies those  
11 allegations.

12           8.     Equifax states that the language of California Consumer Credit  
13 Reporting Act §1785.11(d)(1) cited in Paragraph 8 speaks for itself. To the  
14 extent Plaintiff misstates, mischaracterizes, or takes out of context the cited  
15 statute, the allegations are denied.

16           9.     Equifax denies the allegations in Paragraph 9.

17           10.    Equifax states that its website speaks for itself. To the extent  
18 Plaintiff misstates, mischaracterizes, or takes out of context the language quoted  
19 in Paragraph 10, the allegations are denied.

20           11.    Equifax admits that Plaintiff filed a lawsuit against it in October 2009  
21 and that the Court granted summary judgment in Equifax's favor. Equifax  
22 further admits that Plaintiff appealed that decision and that Equifax filed an  
23 answering brief and supplemental record excerpts on or around October 17,  
24 2011. Equifax states that the documents filed in the Court of Appeals speak for  
25 themselves and that to the extent Plaintiff misstates, mischaracterizes, or takes  
26 out of context the content of those documents the allegations are denied. Equifax  
27 denies the remaining allegations in Paragraph 11.

28     / / /

1           12.    Equifax denies the allegations in Paragraph 12.

2           13.    Equifax denies the allegations in Paragraph 13.

3           14.    Equifax is without knowledge or information sufficient to form a  
4 belief as to the truth of the allegations in Paragraph 14 and, therefore, denies  
5 those allegations.

6           15.    Equifax is without knowledge or information sufficient to form a  
7 belief as to the truth of the allegations in Paragraph 15 and, therefore, denies  
8 those allegations.

9           16.    Equifax admits that Plaintiff filed this lawsuit on December 30,  
10 2013.

11          17.    Equifax denies the allegations in Paragraph 17.

12          18.    Equifax denies the allegations in Paragraph 18.

13          19.    Equifax reasserts and re-alleges its responses and defenses as set  
14 forth above in Paragraphs 1 through 18.

15          20.    Equifax admits that it filed a declaration in this Court on October 17,  
16 2011.

17          21.    Equifax denies the allegations in Paragraph 21.

18          22.    Equifax denies the allegations in Paragraph 22.

19          23.    Equifax denies the allegations in Paragraph 23.

20          24.    Equifax denies the allegations in Paragraph 24.

21          25.    Equifax reasserts and re-alleges its responses and defenses as set  
22 forth above in Paragraphs 1 through 24.

23          26.    Equifax denies the allegations in Paragraph 26.

24          27.    Equifax denies the allegations in Paragraph 27.

25          28.    Equifax denies the allegations in Paragraph 28.

26          29.    Equifax denies the allegations in Paragraph 29.

27          30.    Equifax reasserts and re-alleges its responses and defenses as set  
28 forth above in Paragraphs 1 through 29.

31. Equifax denies the allegations in Paragraph 31.

32. Equifax denies the allegations in Paragraph 32.

33. Equifax denies the allegations in Paragraph 33.

34. Equifax denies the allegations in Paragraph 34.

35. Equifax reasserts and re-alleges its responses and defenses as set forth above in Paragraphs 1 through 34.

36. Equifax denies the allegations in Paragraph 36.

37. Equifax denies the allegations in Paragraph 37.

38. Equifax denies the allegations in Paragraph 38.

39. Equifax denies the allegations in Paragraph 39.

40. Equifax denies the allegations in Paragraph 40.

41. Equifax reasserts and re-alleges its responses and defenses as set forth above in Paragraphs 1 through 40.

42. Equifax denies the allegations in Paragraph 42.

43. Equifax denies the allegations in Paragraph 43.

44. Equifax denies the allegations in Paragraph 44.

45. Equifax admits that Plaintiff has requested a trial by jury, and it also requests trial by jury.

46. Equifax denies that Plaintiff is entitled to any damages.

Any allegation in Plaintiff's Complaint not heretofore specifically responded to by Equifax is hereby denied.

### **DEFENSES**

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

#### **First Defense**

Plaintiff's Complaint fails to state a claim against Equifax upon which relief can be granted.

///

1                                    **Second Defense**

2            At all pertinent times, Equifax maintained reasonable procedures to ensure  
3 maximum possible accuracy in its credit reports.

4                                    **Third Defense**

5            Plaintiff's damages, if any, were not caused by Equifax, but by another  
6 person or entity for whom or for which Equifax is not responsible.

7                                    **Fourth Defense**

8            Equifax has complied with the Fair Credit Reporting Act in its handling of  
9 Plaintiff's credit file and is entitled to each and every defense stated in the Act and  
10 any and all limitations of liability.

11                                   **Fifth Defense**

12           At all relevant times herein, the Plaintiff's alleged damages, which Equifax  
13 denies exist, were aggravated by the failure of the Plaintiff to use reasonable  
14 diligence to mitigate the same. Therefore, Plaintiff's recovery, if any, should be  
15 barred or decreased by reason of his failure to mitigate alleged losses.

16                                   **Sixth Defense**

17           Plaintiff cannot meet the requirements of 15 U.S.C. § 1681n in order to  
18 recover punitive or statutory damages.

19                                   **Seventh Defense**

20           Equifax adopts by reference the defenses, criteria, limitations, standards and  
21 constitutional protections mandated or provided by the United States Supreme  
22 Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus.,*  
23 *Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*,  
24 538 U.S. 408 (2003) and *Safeco Insurance Co. of America v. Burr*, 127 S. Ct. 2201  
25 (2007).

26                                   **Eighth Defense**

27           Some or all of Plaintiff's claims may be barred by the applicable statutes of  
28 limitations.

**Ninth Defense**

Some or all of Plaintiff's claims may be barred by *res judicata*.

**Tenth Defense**

Equifax is entitled to an offset of the claims set forth in the Complaint sufficient to diminish or defeat Plaintiff's recovery.

Equifax reserves the right to assert additional defenses that it learns through the course of discovery.

**WHEREFORE**, having fully answered or otherwise responded to the allegations in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) it be dismissed as a party to this action;
- (3) it have a trial by jury for all issues so triable.
- (4) it recover such other and additional relief, as the Court deems just and appropriate.

Respectfully submitted this 14th day of July, 2014.

Dated: July 14, 2014

NOKES & QUINN

By: /s/ Thomas P. Quinn, Jr.  
THOMAS P. QUINN, JR.  
Attorney for Defendant Equifax  
Information Services LLC

**CERTIFICATE OF SERVICE**

**KAMLESH BANGA v. EQUIFAX INFORMATION SERVICES, LLC**  
**United States District Court of California – North, Case #3:14-cv-03038-NC**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the above-entitled cause.

**On July 14, 2014, I served a true copy of DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

☐ By personally delivering it to the persons(s) indicated below in the manner as provided in Federal Rule of Civil Procedure 5(B)

☒ By depositing it in the United States Mail in a sealed envelope with the postage thereon fully prepaid to the following:

Kamlesh Banga  
P.O. Box 5656  
Vallejo, California 94591

☒ By ECF: On this date, I electronically filed the following document(s) with the Clerk of the Court using the CM/ECF system, which sent electronic notification of such filing to all other parties appearing on the docket sheet;

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

I hereby certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/S/ Jennifer J. Maston

Place of Mailing: Laguna Beach, California

Executed on **July 14, 2014**, at Laguna Beach, California.